

EXHIBIT 5

THIRD AMENDMENT TO PHYSICIAN EMPLOYMENT AGREEMENT

THIS THIRD AMENDMENT TO PHYSICIAN EMPLOYMENT AGREEMENT (this "Amendment") is made and entered into as of the 28 day of Jan, 2019 (the "Amendment Effective Date"), by and between **Steward Medical Group, Inc.**, a non-profit corporation organized under the laws of the Commonwealth of Massachusetts ("SMG"), and **Arvind K. Agnihotri, M.D.**, an individual physician licensed to practice medicine in the Commonwealth of Massachusetts (the "Physician"). (SMG and the Physician shall each be referred to herein as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, Physician and SMG entered into that certain Physician Employment Agreement effective as of August 31, 2012, as amended, supplemented or otherwise modified (the "Employment Agreement"), pursuant to which SMG employed Physician to provide certain clinical, educational, research, and/or medical-administrative services; and

WHEREAS, the Parties desire to amend the Employment Agreement to address certain matters that have arisen since the Effective Date of the Employment Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, the Parties, intending to be legally bound, hereby agree as follows:

1. Defined Terms. All capitalized terms that are not otherwise defined in this Amendment shall have the meaning given to such terms in the Employment Agreement.

2. Amendments. The following provisions of the Employment Agreement shall be amended as follows:

a. Exhibit A, Number 9 is deleted in its entirety and replaced with the following:

9. Incentive Compensation	Commencing on January 1, 2019, Physician shall be eligible to receive up to \$700,000 per year as incentive compensation as set forth in <u>Exhibit B</u> .
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b. Exhibit A, Number 25 is deleted in its entirety and replaced with the following:

25. Quality Incentive Compensation	Commencing on January 1, 2019, Physician shall be eligible to receive up to \$100,000 per year as quality incentive compensation as set forth in <u>Exhibit F</u> .
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c. Exhibit B is deleted in its entirety and replaced with a new Exhibit B attached hereto as Attachment 1.

d. A new Exhibit F attached hereto as Attachment 2 is incorporated into the Employment Agreement.

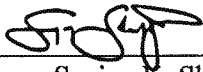
3. Effect on the Employment Agreement; General Provisions. Except as set forth in this Amendment, the terms and provisions of the Employment Agreement are hereby ratified and declared to be in full force and effect. Except as otherwise expressly set forth herein, this Amendment shall be governed by the provisions of the Employment Agreement including with respect to choice of law, disputes, and successors and assigns. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Other than the references to the Employment Agreement contained in the Recitals to this Amendment, each reference to the Employment Agreement and any agreement contemplated thereby or executed in connection therewith, whether or not accompanied by reference to this Amendment, shall be deemed a reference to the Employment Agreement as amended by this Amendment.

[Signature page follows]

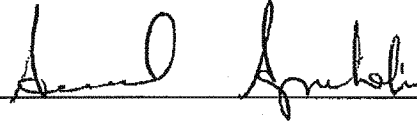
IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

STEWARD MEDICAL GROUP, INC.

ARVIND K. AGNIHOTRI, M.D.



Name: Sanjay K. Shetty, M.D.
Title: President



ATTACHMENT 1**EXHIBIT B**

Commencing on January 1, 2019, Physician shall be eligible to receive Incentive Compensation of up to \$700,000 per year during the term of this Agreement. Physician shall receive as Incentive Compensation the amount listed below which corresponds to the number of surgical cardiovascular cases performed by the St. Elizabeth's Medical Center Division of Cardiac Surgery during each year during the term of this Agreement. For purposes of calculating Incentive Compensation, a "Surgical Cardiovascular Case" shall mean any surgical cardiac procedure performed by the Division of Cardiac Surgery involving the use of an operating room. Surgical Cardiovascular Cases shall be measured each year from January 1 to December 31. SMG shall make payments to the Physician in the applicable amount set forth below within ninety (90) days after the end of the applicable year.

Surgical Cardiovascular Cases	Incentive Compensation
600	\$ 500,000.00
601	\$ 501,000.00
602	\$ 502,000.00
603	\$ 503,000.00
604	\$ 504,000.00
605	\$ 505,000.00
606	\$ 506,000.00
607	\$ 507,000.00
608	\$ 508,000.00
609	\$ 509,000.00
610	\$ 510,000.00
611	\$ 511,000.00
612	\$ 512,000.00
613	\$ 513,000.00
614	\$ 514,000.00
615	\$ 515,000.00
616	\$ 516,000.00
617	\$ 517,000.00
618	\$ 518,000.00
619	\$ 519,000.00
620	\$ 520,000.00
621	\$ 521,000.00
622	\$ 522,000.00
623	\$ 523,000.00

624	\$ 524,000.00
625	\$ 525,000.00
626	\$ 526,000.00
627	\$ 527,000.00
628	\$ 528,000.00
629	\$ 529,000.00
630	\$ 530,000.00
631	\$ 531,000.00
632	\$ 532,000.00
633	\$ 533,000.00
634	\$ 534,000.00
635	\$ 535,000.00
636	\$ 536,000.00
637	\$ 537,000.00
638	\$ 538,000.00
639	\$ 539,000.00
640	\$ 540,000.00
641	\$ 541,000.00
642	\$ 542,000.00
643	\$ 543,000.00
644	\$ 544,000.00
645	\$ 545,000.00
646	\$ 546,000.00
647	\$ 547,000.00
648	\$ 548,000.00
649	\$ 549,000.00
650	\$ 550,000.00
651	\$ 551,000.00
652	\$ 552,000.00
653	\$ 553,000.00
654	\$ 554,000.00
655	\$ 555,000.00
656	\$ 556,000.00
657	\$ 557,000.00
658	\$ 558,000.00
659	\$ 559,000.00
660	\$ 560,000.00
661	\$ 561,000.00
662	\$ 562,000.00
663	\$ 563,000.00
664	\$ 564,000.00
665	\$ 565,000.00
666	\$ 566,000.00

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667	\$ 567,000.00
668	\$ 568,000.00
669	\$ 569,000.00
670	\$ 570,000.00
671	\$ 571,000.00
672	\$ 572,000.00
673	\$ 573,000.00
674	\$ 574,000.00
675	\$ 575,000.00
676	\$ 576,000.00
677	\$ 577,000.00
678	\$ 578,000.00
679	\$ 579,000.00
680	\$ 580,000.00
681	\$ 581,000.00
682	\$ 582,000.00
683	\$ 583,000.00
684	\$ 584,000.00
685	\$ 585,000.00
686	\$ 586,000.00
687	\$ 587,000.00
688	\$ 588,000.00
689	\$ 589,000.00
690	\$ 590,000.00
691	\$ 591,000.00
692	\$ 592,000.00
693	\$ 593,000.00
694	\$ 594,000.00
695	\$ 595,000.00
696	\$ 596,000.00
697	\$ 597,000.00
698	\$ 598,000.00
699	\$ 599,000.00
700	\$ 600,000.00
701	\$ 601,000.00
702	\$ 602,000.00
703	\$ 603,000.00
704	\$ 604,000.00
705	\$ 605,000.00
706	\$ 606,000.00
707	\$ 607,000.00
708	\$ 608,000.00
709	\$ 609,000.00

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710	\$ 610,000.00
711	\$ 611,000.00
712	\$ 612,000.00
713	\$ 613,000.00
714	\$ 614,000.00
715	\$ 615,000.00
716	\$ 616,000.00
717	\$ 617,000.00
718	\$ 618,000.00
719	\$ 619,000.00
720	\$ 620,000.00
721	\$ 621,000.00
722	\$ 622,000.00
723	\$ 623,000.00
724	\$ 624,000.00
725	\$ 625,000.00
726	\$ 626,000.00
727	\$ 627,000.00
728	\$ 628,000.00
729	\$ 629,000.00
730	\$ 630,000.00
731	\$ 631,000.00
732	\$ 632,000.00
733	\$ 633,000.00
734	\$ 634,000.00
735	\$ 635,000.00
736	\$ 636,000.00
737	\$ 637,000.00
738	\$ 638,000.00
739	\$ 639,000.00
740	\$ 640,000.00
741	\$ 641,000.00
742	\$ 642,000.00
743	\$ 643,000.00
744	\$ 644,000.00
745	\$ 645,000.00
746	\$ 646,000.00
747	\$ 647,000.00
748	\$ 648,000.00
749	\$ 649,000.00
750	\$ 650,000.00
751	\$ 651,000.00
752	\$ 652,000.00

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753	\$ 653,000.00
754	\$ 654,000.00
755	\$ 655,000.00
756	\$ 656,000.00
757	\$ 657,000.00
758	\$ 658,000.00
759	\$ 659,000.00
760	\$ 660,000.00
761	\$ 661,000.00
762	\$ 662,000.00
763	\$ 663,000.00
764	\$ 664,000.00
765	\$ 665,000.00
766	\$ 666,000.00
767	\$ 667,000.00
768	\$ 668,000.00
769	\$ 669,000.00
770	\$ 670,000.00
771	\$ 671,000.00
772	\$ 672,000.00
773	\$ 673,000.00
774	\$ 674,000.00
775	\$ 675,000.00
776	\$ 676,000.00
777	\$ 677,000.00
778	\$ 678,000.00
779	\$ 679,000.00
780	\$ 680,000.00
781	\$ 681,000.00
782	\$ 682,000.00
783	\$ 683,000.00
784	\$ 684,000.00
785	\$ 685,000.00
786	\$ 686,000.00
787	\$ 687,000.00
788	\$ 688,000.00
789	\$ 689,000.00
790	\$ 690,000.00
791	\$ 691,000.00
792	\$ 692,000.00
793	\$ 693,000.00
794	\$ 694,000.00
795	\$ 695,000.00

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796	\$ 696,000.00
797	\$ 697,000.00
798	\$ 698,000.00
799	\$ 699,000.00
800	\$ 700,000.00

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ATTACHMENT 2**EXHIBIT F**

Commencing on January 1, 2019, each fiscal year Physician shall be eligible to receive quality Incentive Compensation of up to \$100,000 based upon the achievement of the performance metrics by the St. Elizabeth's Medical Center Division of Cardiac Surgery and calculated using the methodology outlined below in **Table 1**. SMG and Physician shall review the performance metrics and the amount of quality Incentive Compensation on an annual basis and, if applicable, shall mutually agree upon revised performance metrics and the weighting thereof and the amount of quality Incentive Compensation in writing prior to the beginning of the applicable fiscal year in which the performance metrics will be effective and, in any event, which shall apply prospectively. SMG shall pay Physician quality Incentive Compensation, if applicable, in accordance with this **Exhibit F** within ninety (90) days of the end of each fiscal year.

Table 1

Performance Metric	Target Metric	Category	Percentage of Total Potential Incentive Compensation
STS Isolated CABG procedures in hospital mortality rates	≤ STS "Like Group" for most recently available reporting period	Quality	20%
STS Isolated CABG procedures and operative mortality rates	≤ STS "Like Group" for most recently available reporting period	Quality	20%
STS Isolated CABG procedures any complications	≤ STS "Like Group" for most recently available reporting period	Quality	20%
Total ventilation hours for Isolated CABG procedures	≤ STS "Like Group" for most recently available reporting period	Quality	20%

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Isolated CABG procedures smoking cessation counseling	\geq STS "Like Group" for most recently available reporting period	Quality	20%
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